

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000338188**  
**Brattleboro Hearing Center, Inc.**  
**130 Austine Drive, Suite 210**  
**Brattleboro VT 05301**  
**United States**

<b>Contract ID</b> 00000000000000000000000027851		<b>Page</b> 1 of 4
<b>Contract Dates</b> 10/06/2014 to 04/01/2017		<b>Origin</b> CPS
<b>Description:</b> CPS - HEARING AIDS		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> LaRose, Deborah L	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		HEARING AIDS	EA	0.01000	0.00	0.00

DISCOUNT STRUCTURES AND THE ATTACHED MANUFACTURER'S PRICE LIST FOR BASE PRICING.

CONTRACTOR WILL OFFER THE FOLLOWING DISCOUNT STRUCTURE BASED ON THE CURRENT MANUFACTURER'S PRICE LISTS. THESE DISCOUNT STRUCTURES WILL REMAIN IN EFFECT THROUGH THE LIFE OF THIS CONTRACT, ALTHOUGH THE LISTS THEMSELVES MAY CHANGE.

OTICON - CONVENTIONAL/PROG. -20%  
OTICON - ADVANCED DIGITAL/A1 -20%  
PHONAK -20%  
SIEMENS -10%  
STARKEY - DIGITAL PROGRAMMABLE -40%  
UNITRON -10%  
WIDEX - DIGITAL -10%  
GN RESOUND -10%  
REXTON -10%  
  
FM SYSTEMS  
PHONAK FM SYSTEM -10%  
WILLIAMS SOUND FM -10%  
AMIGO FM SYSTEMS -10%  
OTICON FM SYSTEMS -10%

OTHER MANUFACTURER'S PRODUCTS MAY BE ADDED TO THIS CONTRACT AS NEEDED AT DISCOUNT STRUCTURES COMPARABLE TO EXISTING PRODUCTS.

### CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT NUMBER: EFFECTIVE 10/06/2014 CONTRACT NUMBER 26789 WILL BE REPLACED BY CONTRACT NUMBER 00000000000000000000000027851. THIS NEW CONTRACT # 00000000000000000000000027851 INCORPORATES ALL OF THE TERMS AND CONDITIONS ASSOCIATED WITH THIS CONTRACT. THIS NUMBER SHOULD BE USED IN ALL FUTURE COMMUNICATIONS CONCERNING THIS CONTRACT.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 2, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE DEVICES FOR THE HEARING IMPAIRED FROM A BROAD RANGE OF MANUFACTURERS. THIS CONTRACT IS USED BY CLIENTS OF THE STATE'S AGENCY OF HUMAN SERVICES.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF EIGHTEEN MONTHS (18) WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR

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IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

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CONTRACTOR MUST BE ABLE TO OFFER THE STATE A BROAD SPECTRUM OF HEARING DEVICES. THE STATE MUST BE ABLE TO PURCHASE ALL OF THE MANUFACTURERS LISTED ABOVE AS WELL AS OTHER COME ON THE MARKET.

IN ADDITION TO TRADITIONAL HEARING AIDS, THE CONTRACTOR MUST BE ABLE TO OFFER OTHER HEARING DEVICES SUCH AS FM LOOPS.

AS HEARING DEVICES ARE UNDERGOING MANY TECHNOLOGICAL CHANGES, THE CONTRACT MUST HAVE THE NECESSARY EXPERIENCE AND CONTACT TO KEEP ABREAST OF THOSE DEVELOPMENTS AND OBTAIN PRODUCT FROM NEW MANUFACTURERS, NOT INITIALLY ESTABLISHED ON THE CONTRACT. STATE OF THE ART, PROVEN PROGRAMMABLE AND DIGITAL DEVICES ARE SPECIAL INTEREST.

PRICES WILL BE A PERCENTAGE OF A MANUFACTURER'S LIST PRICE. WHILE PRICE LIST MAY CHANGE DURING COURSE OF THIS CONTRACT, THIS PERCENTAGE WILL REMAIN CONSISTENT. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE STATE OF SUCH CHANGES AND TO FURNISH REVISED PRICE LISTS.

IF A MANUFACTURER DOES NOT PUBLISH A PRICE LIST, THEN CONTRACTOR MAY BID A "COST PLUS" PERCENTAGE. HOWEVER, THE STATE MUST BE PROVIDED THE MANUFACTURER'S INVOICE TO VERIFY THE COST ON WHICH THE PRICE IS BASED.

THE CONTRACTOR MUST PROVIDE A BUSINESS E-MAIL ADDRESS.

IT IS DESIRABLE THAT THE CONTRACT HAVE AN INTERNET WEBSITE THAT WILL PROVIDE AN EASY ACCESS TO PRICING.

IT IS DESIRABLE THAT THE CONTRACTOR BE ABLE TO PROVIDE "LOANERS" IF IT IS NECESSARY FOR A UNIT TO BE REPAIRED.

TWO BATTERIES MUST BE INCLUDED IN THE PURCHASE PRICE AND BE SHIPPED WITH THE DEVICE.

A WRITTEN COPY OF THE WARRANTY MUST ACCOMPANY EACH DEVICE FOR REFERENCE BY THE USER.

ALL DEVICES MUST BE SOLD WITH A 30 DAY MONEY BACK RETURN POLICY.

ALL DEVICES MUST COMPLY WITH THE APPLICABLE FEDERAL AND VERMONT LAWS.

#### VENDOR CONTACT INFORMATION:

ALEXANDRA TULLY,  
TELEPHONE: 802-254-3922  
FAX: 802-258-9512  
EMAIL: ALEXANDRA@BRATTLEBOROHEARING.COM

#### IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEB LaROSE, PURCHASING AGENT,  
TELEPHONE 802-828-4635,  
FAX 802-828-2222  
E-MAIL: deborah.larose@vermont.gov

CHANGE #01 - 02/23/16 THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO APRIL 1, 2017 AT THE SAME PRICING.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACT AND GRANTS DATED SEPTEMBER 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT, AS TO THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_